



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, OLC, FFT

The Tenants (hereinafter the “Tenant”) filed an Application for Dispute Resolution on October 8, 2021:

- to dispute a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use (the “Four-Month Notice”),
- to ensure the landlord’s compliance with the legislation and/or the tenancy agreement,
- to reimburse the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 17, 2021. Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing. At the outset of the hearing, each party confirmed they received the prepared documentary evidence of the other.

The Tenant confirmed they indicated their dispute of the Four-Month Notice in error. They stated: “this is not relevant at all.” In line with this, I remove this issue by amendment at the Tenant’s request.

At the start of the hearing, both parties confirmed that the tenancy ended on November 15, 2021. The Tenant confirmed they left after receiving a message from the Landlord that the tenancy would end. The Tenant did not formally challenge the Landlord ending the tenancy in this manner, and initiated the end-of-tenancy process on their own for that final move-out date.

Given that the tenancy previously ended, there is no continuing landlord-tenant relationship. The Landlord’s compliance with the legislation and/or the tenancy agreement is no longer in issue. Additionally, there can be no order for compliance by the Landlord as such where no relationship exists. The Tenant asked for clarification on

the point that the Landlord was obligated to move into the rental unit after they ended the tenancy for that reason. That is in line with the purpose of the *Act*; however, the Tenant chose not to challenge that process by way of dispute resolution, and instead moved out in November.

The Tenant also stated they expected to be paid back for one year worth of rent. The Tenant did not apply for this hearing for that reason and did not amend their Application prior the hearing. I make no consideration on the merits of a monetary claim for that reason. It would be fundamentally unfair to the Landlord to not have the full opportunity to address such a claim in the hearing.

As the Tenant did not withdraw their Application in light of the tenancy ending, I grant no repayment of the Application filing fee.

Conclusion

I dismiss the Tenant's Application, without leave to reapply. I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 23, 2022

Residential Tenancy Branch